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by clear and satisfactory proof, and the contract is fair and reasonable, and the act of part performance is clearly in pursuance of the alleged contract. Chesapeake & Ohio Canal Co. vs. Young, 3 Md. 490; Mundorff vs. Killbourn, 4 Md. 462; Smith vs. Crandall, 20 Md. 482; Rosenthal vs. Freeburger, 26 Md. 75; Billingslea vs. Ward, 33 Md. 48; Semmes vs. Worthington, 38 Md. 318; Reese vs. Reese, 41 Md. 554; Hopkins vs. Roberts, 54 Md. 312; Hamilton vs. Thirston, 93 Md. 213. Thus the mere continuance of possession by a tenant does not of itself constitute part performance, for such a holding may be referable to the old tenancy. But if there are acts inconsistent with the previous holding, then the acts are such as indicate a change in the relation of the parties. Spear vs. Orendorf, 26 Md. 37. So it has been distinctly held in this State that parol proof that a father repeatedly said that he had given certain land to his son, and the son took possession of the land and treated it as his own and improved it, justifies the inference of a contract between them that the son was to have the property if he improved it, and that the possession of the property and the expenditure of money by the son was in pursuance of the contract and hence the contract is free from the objection of the Statute of Frauds. Haines vs. Haines, 6 Md. 435; Hardesty vs. Richardson, 44 Md. 617; Loney vs. Loney, 86 Md. 652; Folk vs. Clark, 92 Md. 372; Whitaker vs. McDaniel, 113 Md. 388.

In this case the Administrator and his brother, Ray M. Stull, testified that prior to April 1, 1941, Guy B. Stull had been living on the farm as a tenant; but that after April 1, 1941, he paid in full for fertilizer, put out all the crops, and acted exactly as an owner would do. The Administrator swore that it was